

EXHIBIT G

3/8/2017

Gmail - Patent Infringement Matter



David mts <davemts1213@gmail.com>

Patent Infringement Matter

David Joseph <davemts1213@gmail.com>
To: info@danschantz.com

Fri, Jan 13, 2017 at 1:46 PM

Dear Lisa Myers,

Attached please find the Litigation Standstill Agreement I stated I would be sending per our conversation on Wednesday.

Once the agreement is signed by DSFG, I will fully execute and will provide all pertinent information.

I look forward to receiving the signed agreement at your earliest convenience.

Regards,

David

 DSFG_LITIGATION_STANDSTILL_AGREEMENT.pdf
83K

LITIGATION STANDSTILL AGREEMENT

This Litigation Standstill Agreement (“Agreement”) is entered into and effective as of January 13, 2017 (“Effective Date”) by and between Dan Schantz Farm & Greenhouses, LLC (“DSFG”), having a principle place of business at 8025 Spinnerstown Road, Zionsville, PA 18092 and _____, Patent Owner (“Owner”) having a principle place of business at _____ (hereinafter sometimes individually referred to as “Party” and collectively referred to as the “Parties”).

Recitals

- A. Whereas Owner has evidence that Owner asserts establishes that DSFG infringed his patent (patent no. _____, the “Patent”) with one or more products;
- B. Whereas DSFG denies infringing Owner’s patent
- C. Whereas Owner and DSFG desire to have full and frank discussions regarding Owner’s claim prior to the commencement of patent infringement litigation to avoid such litigation if possible (“Discussions”);
- D. Whereas Owner and DSFG desire to preserve the litigation *status quo* for a short period of time to enable such Discussions;

Now therefore the Parties agree as follows:

- 1. In consideration for the mutual promises set forth herein, Owner and DSFG agree to a discussion period from the Effective Date of this Agreement through and including March 13, 2017 (“Discussion Period”).
- 2. DSFG agrees that it will not file any action against Owner’s Patent or file any lawsuit against Owner for declaratory relief or otherwise until fourteen (14) calendar days after the expiration of the Discussion Period.
- 3. Owner in consideration for DSFG agreeing to the Discussion Period, agrees that Owner will not file any lawsuit against DSFG for patent infringement or otherwise until seven (7) calendar days after the expiration of the Discussion Period.
- 4. The Parties agree that the making of this Agreement shall not be used by either party for purposes of establishing venue or jurisdiction in the event the Parties are unable to resolve their differences without litigation.
- 5. DSFG agrees that during the Discussion Period, and prior to any active lawsuit, it will not disclose the Patent, the Patent number, licenses and the name of Owner/inventor to any third party, other than its financial and legal advisors.

7. The Parties hereby agree that this Agreement shall constitute, for the Party breaching this Agreement, a Stipulation for Dismissal Without Prejudice for any action filed in violation of this Agreement.

8. This Agreement shall be governed by Pennsylvania law without regard to its conflict of law principles.

9. This Agreement shall constitute the entire understanding between the Parties and supersede, according to their terms, all prior-understandings, whether oral or written, of the Parties hereto relating to the subject matter herein and cannot be changed or terminated orally.

10. The Parties shall execute any such other documents as may be reasonably required or as may reasonably be necessary to effectuate any other requirement or agreement herein.

11. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

12. Execution of this Agreement may be effected by facsimile, pdf or other electronic transmission.

Dan Schantz Farm & Greenhouses, LLC:

Signature:_____ Date: _____

Printed Name:_____

Title:_____

Patent Owner

Signature:_____ Date: _____

Printed Name:_____